



MASTER AGREEMENT #080824
CATEGORY: HVAC Systems with Related Products and Services
SUPPLIER: Siemens Industry, Inc.

This Master Agreement (Agreement) is between Sourcewell, a Minnesota service cooperative located at 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and Siemens Industry, Inc., 1000 Deerfield Parkway, Buffalo Grove, IL 60089 (Supplier).

Sourcewell is a local government and service cooperative created under the laws of the State of Minnesota (Minnesota Statutes Section 123A.21) offering a Cooperative Purchasing Program to eligible participating government entities.

Under this Master Agreement entered with Sourcewell, Supplier will provide Included Solutions to Participating Entities through Sourcewell's Cooperative Purchasing Program.

Article 1:
General Terms

The General Terms in this Article 1 control the operation of this Master Agreement between Sourcewell and Supplier and apply to all transactions entered by Supplier and Participating Entities. Subsequent Articles to this Master Agreement control the rights and obligations directly between Sourcewell and Supplier (Article 2), and between Supplier and Participating Entity (Article 3), respectively. These Article 1 General Terms control over any conflicting terms. Where this Master Agreement is silent on any subject, Participating Entity and Supplier retain the ability to negotiate mutually acceptable terms.

- 1) **Purpose.** Pursuant to Minnesota law, the Sourcewell Board of Directors has authorized a Cooperative Purchasing Program designed to provide Participating Entities with access to competitively awarded cooperative purchasing agreements. To facilitate the Program, Sourcewell has awarded Supplier this cooperative purchasing Master Agreement following a competitive procurement process intended to meet compliance standards in accordance with Minnesota law and the requirements contained herein.
- 2) **Intent.** The intent of this Master Agreement is to define the roles of Sourcewell, Supplier, and Participating Entity as it relates to Sourcewell's Cooperative Purchasing Program.
- 3) **Participating Entity Access.** Sourcewell's Cooperative Purchasing Program Master Agreements are available to eligible public agencies (Participating Entities). A Participating Entity's authority to access Sourcewell's Cooperative Purchasing Program is determined through the laws of its respective jurisdiction.
- 4) **Supplier Access.** The Included Solutions offered under this Agreement may be made available to any Participating Entity. Supplier understands that a Participating Entity's use of this Agreement is at the Participating Entity's and Supplier's convenience. Supplier will educate its sales and service forces about Sourcewell eligibility requirements and required documentation. Supplier will be responsible for making commercially reasonable effort to ensuring sales are with Participating Entities.

- 5) **Term.** This Agreement is effective upon the date of the final signature below. The term of this Agreement is four (4) years from the effective date. The Agreement expires at 11:59 P.M. Central Time on November 1, 2028, unless it is cancelled or extended as defined in this Agreement.
- a) **Extensions.** Sourcewell and Supplier may agree to up to three (3) additional one-year extensions beyond the original four-year term. The total possible length of this Agreement will be seven (7) years from the effective date.
- b) **Exceptional Circumstances.** Sourcewell retains the right to consider additional extensions as required under exceptional circumstances, with Supplier's agreement.
- 6) **Survival of Terms.** Notwithstanding the termination of this Agreement, the obligations of this Agreement will continue through the performance period of any transaction entered between Supplier and any Participating Entity before the termination date.
- 7) **Scope.** Supplier is awarded a Master Agreement to provide the solutions identified in RFP #080824 ("RFP") to Participating Entities. In Scope solutions include:
- a. HVAC, IAQ, geothermal, and water heating or treatment infrastructure, equipment, components, products, parts, and related technology;
- b. Sensors, smart controls, thermostats, gauges, system automation, integration equipment, monitoring equipment, software, or management products and technology; and;
- c. Services complementary to the offering of the solutions described in Sections 1. a. and b. above, including installation, maintenance, repair, refurbishment, replacement, system upgrades, efficiency measurement, energy saving performance contracting, emergency or short-term HVAC equipment rental, assessment, integration, training, support, and customization.
- 8) **Included Solutions.** Supplier's Proposal to the above referenced RFP is incorporated into this Master Agreement. Only that equipment, services and products ("Equipment," "Services," and "Product" as included in Siemens Proposal) are within Scope of this Master Agreement ("Included Solutions") and may be offered to Participating Entities. Those solutions that were part of the RFP, but were not part of Supplier's Proposal or the Included solutions, include, without limitation, energy saving performance contracting.
- 9) **Indefinite Quantity.** This Master Agreement defines an indefinite quantity of sales to eligible Participating Entities.
- 10) **Pricing.** Pricing information (including Pricing and Delivery and Pricing Offered tables) for all Included Solutions within Supplier's Proposal is incorporated into this Master Agreement (the "Pricing List").
- 11) **Not to Exceed Pricing.** Suppliers may not exceed the prices listed in the current Pricing List on file with Sourcewell when offering Included Solutions to Participating Entities.

12) **Tariffs.** Supplier's pricing may be adjusted to reflect any direct or indirect new or modified taxes, duties, tariffs, or equivalent measures imposed by any U.S. or foreign governmental authority that are applicable to Supplier's offering, including any hardware, software, or service components contained therein. Supplier may add taxes, duties, tariffs or equivalent measures as a separate line item to the price quote or may follow the process set forth in Article 2. Sourcewell and Supplier Obligations, 2. Product and Price Changes Requirements.

13) **Open Market.** Supplier's open market pricing process is included within its Proposal.

14) **Representations:**

i) **Compliance.** Supplier represents and warrants it will provide all Included Solutions under this Agreement in full compliance with applicable federal, state, and local laws and regulations; and the Siemens' Code of Conduct. Sourcewell represents that it will only comply with applicable Minnesota and United States laws and regulations, and with Sourcewell policies including but not limited to, financial management, data management, and codes of ethics. Only those documents that are signed by Sourcewell's Chief Procurement Officer will be binding against Sourcewell.

ii) **Licenses.** As applicable, Supplier will maintain a valid status on all required federal, state, and local licenses, bonds, and permits required for the operation of Supplier's business with Participating Entities. Participating Entities may request all relevant documentation of licensure, permits or bonding directly from Supplier.

iii) **Supplier Warrants.** Supplier warrants that all Equipment and Products furnished are free from liens and encumbrances at the time of delivery, and are free from defects in materials and workmanship. Supplier warrants that it will perform the Services in a professional and workmanlike manner. The warranties do not apply to software furnished by Supplier. The sole and exclusive warranties for any software are set forth in the applicable Software License. If the Services or Product fail to meet the warranty standards set forth in this Article within the applicable warranty period defined herein, and Sourcewell or the Participating Entity (as applicable) promptly reports such non-conformance to Supplier during the above mentioned warranty period, Supplier shall at its own expense as Sourcewell or the Participating Entity's (as applicable) sole and exclusive remedies for breach of the warranties: (i) for Services, re-perform the relevant Services or, in Supplier's sole discretion, refund Sourcewell or the Participating Entity (as applicable) the pro rata portion of the fees paid to Supplier under this Agreement allocable to the nonconforming Services; and (ii) for Product, at Supplier's discretion, repair or replace the Product, or its non-conforming parts, within a reasonable time period, or refund of all or part of the purchase price. The warranty on repaired or replaced Product Services or parts is limited to the remainder of the original warranty period. In addition, Supplier warrants the Equipment, Products, and Services are suitable for and will perform in accordance with the ordinary use for which they are intended as set forth in the manufacturer's product documentation. Supplier's dealers and distributors must agree to assist the Participating Entity in reaching a resolution in any dispute over warranty terms with the manufacturer. Any manufacturer's warranty that is effective past the expiration of the Supplier's warranty will be passed on to the Participating Entity to the extent legally permissible. Unless Supplier agrees otherwise in writing, Sourcewell or the Participating Entity (as applicable) will be responsible for any costs associated with: (i) gaining access to the Product or Services; (ii) removal, disassembly, replacement, installation, or reinstallation of any equipment, materials or structures to permit Supplier to perform its warranty obligations; (iii) transportation to and from the Supplier factory

or repair facility; and (iv) damage to equipment components or parts resulting in whole or in part from non-compliance by the Sourcewell or the Participating Entity (as applicable) with this Article or from their deteriorated condition. All exchanged Products replaced under this warranty will become the property of Supplier.

Sourcewell or the Participating Entity (as applicable) must provide written notice of any claims for breach of the Warranties by: (i) for Services, within three (3) months from completion of the Services; and (ii) for Product, the earlier of twelve (12) months from initial operation of the Product or eighteen (18) months from shipment. Additionally, absent written notice within the applicable Warranty period, any use or possession of the Product or Services after expiration of the applicable Warranty period is conclusive evidence that the applicable Warranties have been satisfied. THE WARRANTIES IN THIS ARTICLE ARE SUPPLIER'S SOLE AND EXCLUSIVE WARRANTIES AS TO SUPPLIER PRODUCTS AND SERVICES. SUPPLIER MAKES NO OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, COURSE OF DEALING AND USAGE OF TRADE.

- 15) **Bankruptcy Notices.** Supplier certifies and warrants it is not currently in a bankruptcy proceeding. Supplier has disclosed all current and completed bankruptcy proceedings within the past seven years within its Proposal. Supplier must provide notice in writing to Sourcewell if it enters a bankruptcy proceeding at any time during the term of this Agreement.
- 16) **Debarment and Suspension.** Supplier certifies and warrants that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota, the United States federal government, or any Participating Entity. Supplier certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this Agreement. Supplier further warrants that it will provide immediate written notice to Sourcewell if this certification changes at any time during the term of this Agreement.
- 17) **Provisions for non-United States federal entity procurements under United States federal awards or other awards (Appendix II to 2 C.F.R § 200).** Participating Entities that use United States federal grant or other federal funding to purchase solutions from this Agreement may be subject to additional requirements including the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 C.F.R. § 200. Participating Entities may have additional requirements based on specific funding source terms or conditions. Within this Section, all references to “federal” should be interpreted to mean the United States federal government. The following list applies when a Participating Entity accesses Supplier’s Included Solutions with United States federal funds.
 - i) **EQUAL EMPLOYMENT OPPORTUNITY.** Except as otherwise provided under 41 C.F.R. § 60, all agreements that meet the definition of “federally assisted construction contract” in 41 C.F.R. § 60-1.3 must include the equal opportunity clause provided under 41 C.F.R. § 60-1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 C.F.R. §, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 C.F.R. § 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.” The equal opportunity clause is incorporated herein by reference.

ii) **DAVIS-BACON ACT, AS AMENDED (40 U.S.C. § 3141-3148).** When required by federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. § 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 C.F.R. § 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-federal entity must report all suspected or reported violations to the federal awarding agency. The contracts must also include a provision for compliance with the Copeland “Anti-Kickback” Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations (29 C.F.R. § 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-federal entity must report all suspected or reported violations to the federal awarding agency. Supplier must comply with all applicable Davis-Bacon Act provisions.

iii) **CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (40 U.S.C. § 3701-3708).** Where applicable, all contracts awarded by the non-federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations (29 C.F.R. § 5). Under 40 U.S.C. § 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. § 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies, materials, or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence. This provision is hereby incorporated by reference into this Agreement. Supplier certifies that during the term of an award for all Agreements by Sourcwell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.

iv) **RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT.** If the federal award meets the definition of “funding agreement” under 37 C.F.R. § 401.2(a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 C.F.R. § 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency. Supplier

certifies that during the term of an award for all Agreements by Sourcewell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above. Supplier, however, will not ever be designated as a recipient or subrecipient. Supplier will be designated as a contractor.

v) **CLEAN AIR ACT (42 U.S.C. § 7401-7671Q.) AND THE FEDERAL WATER POLLUTION CONTROL ACT (33 U.S.C. § 1251-1387).** Contracts and subgrants of amounts in excess of \$150,000 require the non-federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. § 7401- 7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. § 1251- 1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA). Supplier certifies that during the term of this Agreement it will comply with applicable requirements as referenced above.

vi) **DEBARMENT AND SUSPENSION (EXECUTIVE ORDERS 12549 AND 12689).** A contract award (see 2 C.F.R. § 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 C.F.R. § 180 that implement Executive Orders 12549 (3 C.F.R. § 1986 Comp., p. 189) and 12689 (3 C.F.R. § 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. Supplier certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency.

vii) **BYRD ANTI-LOBBYING AMENDMENT, AS AMENDED (31 U.S.C. § 1352).** Suppliers must file any required certifications. Suppliers must not have used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Suppliers must disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the non-federal award. Suppliers must file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352).

viii) **RECORD RETENTION REQUIREMENTS.** To the extent applicable, Supplier must comply with the record retention requirements detailed in 2 C.F.R. § 200.333. The Supplier further certifies that it will retain all records as required by 2 C.F.R. § 200.333 for a period of 3 years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

ix) **ENERGY POLICY AND CONSERVATION ACT COMPLIANCE.** To the extent applicable, Supplier must comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

x) **BUY AMERICAN PROVISIONS COMPLIANCE.** To the extent applicable, Supplier must comply with all applicable provisions of the Buy American Act. Purchases made in accordance

with the Buy American Act must follow the applicable procurement rules calling for free and open competition.

xi) **ACCESS TO RECORDS (2 C.F.R. § 200.336).** Supplier agrees that duly authorized representatives of a federal agency must have access to any books, documents, papers and records of Supplier that are directly pertinent to Supplier's discharge of its obligations under this Agreement for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to Supplier's personnel for the purpose of interview and discussion relating to such documents.

xii) **PROCUREMENT OF RECOVERED MATERIALS (2 C.F.R. § 200.322).** A non-federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. § 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

xiii) **FEDERAL SEAL(S), LOGOS, AND FLAGS.** The Supplier cannot use the seal(s), logos, crests, or reproductions of flags or likenesses of Federal agency officials without specific pre-approval.

xiv) **NO OBLIGATION BY FEDERAL GOVERNMENT.** The U.S. federal government is not a party to this Agreement or any purchase by a Participating Entity and is not subject to any obligations or liabilities to the Participating Entity, Supplier, or any other party pertaining to any matter resulting from the Agreement or any purchase by an authorized user.

xv) **PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS.** The Contractor acknowledges that 31 U.S.C. § 38 (Administrative Remedies for False Claims and Statements) applies to the Supplier's actions pertaining to this Agreement or any purchase by a Participating Entity.

xvi) **FEDERAL DEBT.** The Supplier certifies that it is non-delinquent in its repayment of any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowance, and benefit overpayments.

xvii) **CONFLICTS OF INTEREST.** The Supplier must notify the U.S. Office of General Services, Sourcewell, and Participating Entity as soon as possible if this Agreement or any aspect related to the anticipated work under this Agreement raises an actual or potential conflict of interest (as described in 2 C.F.R. Part 200). The Supplier must explain the actual or potential conflict in writing in sufficient detail so that the U.S. Office of General Services, Sourcewell, and Participating Entity are able to assess the actual or potential conflict; and provide any additional information as necessary or requested.

xviii) **U.S. EXECUTIVE ORDER 13224.** The Supplier, and its subcontractors, must comply with U.S. Executive Order 13224 and U.S. Laws that prohibit transactions with and provision of resources and support to individuals and organizations associated with terrorism.

xix) **PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT.** To the extent applicable, Supplier certifies that during the term of this Agreement it will comply with applicable requirements of 2 C.F.R. § 200.216.

xx) **DOMESTIC PREFERENCES FOR PROCUREMENTS.** To the extent applicable, Supplier certifies that during the term of this Agreement, Supplier will comply with applicable requirements of 2 C.F.R. § 200.322.

17) d. **LICENSE INTELLECTUAL PROPERTY IN THE PRODUCTS.** “Software” means software that is licensed by Supplier to Sourcewell and/or Participating Entities under this Agreement, including any related Documentation. “Documentation” means the explanatory printed or electronic functional specification materials provided by Supplier for the Software, including but not limited to license specifications, instructions for the use of the Software and technical specifications. Subject to the default license in this Article 17.d and any agreement otherwise in the Order, for Software provided under an Order, Sourcewell and/or Participating Entities agrees to comply with any end-user license agreement (“EULA”) accompanying such Software and attached to such Order. Supplier hereby grants to Sourcewell and/or Participating Entities a worldwide, irrevocable, nonexclusive, perpetual, paid-up and royalty free license for software embedded in any Products that is not subject to a separate license or EULA (including installed applications). The license rights and restrictions, warranty, and delivery terms of the separate license or EULA shall govern over any conflicting terms in this Agreement. The license allows Sourcewell and/or Participating Entities only to use such software as embedded in the applicable Product and related Documentation. Supplier hereby assigns and passes through to Sourcewell and/or Participating Entities all of the third-party manufacturers’ and licensors’ warranties and indemnities for the Products. No other Intellectual Property rights are conveyed in such software unless otherwise agreed in writing by Supplier. Supplier shall retain all other Intellectual Property rights in all Products, Software and Services not expressly licensed herein. “Intellectual Property” or “IP” means all intellectual property rights throughout the world, whether existing under statute or at common law or equity, now or hereafter in force or recognized, including: (a) copyrights, trade secrets, trademarks and service marks, patents, inventions, designs, logos and trade dress, “moral rights,” mask works, publicity rights, and privacy rights; and (b) any application or right to apply for the rights referred to in this Section 17.d, and all renewals, extensions and restorations.

Article 2: Sourcewell and Supplier Obligations

The Terms in this Article 2 relate specifically to Sourcewell and its administration of this Master Agreement with Supplier and Supplier’s obligations thereunder.

- 1) **Authorized Sellers.** Upon contract execution and throughout the Agreement Term, Supplier must provide Sourcewell a current means to validate or authenticate Supplier’s authorized dealers, distributors, or resellers relative to the Equipment, Products and Services offered under this Agreement. Sourcewell may request updated information in its discretion, and Supplier agrees to provide requested information within a reasonable time.

- 2) **Product and Price Changes Requirements.** Supplier may request Included Solutions changes, additions, or deletions at any time. All requests must be made in writing by submitting a Sourcewell Price and Product Change Request Form to Sourcewell. At a minimum, the request must:
- Identify the applicable Sourcewell Agreement number;
 - Clearly specify the requested change;
 - Provide sufficient detail to justify the requested change;
 - Individually list all Included Solutions affected by the requested change, along with the requested change (e.g., addition, deletion, price change); and
 - Include a complete restatement of Pricing List with the effective date of the modified pricing, or product addition or deletion. The new pricing restatement must include all Included Solutions offered, even for those items where pricing remains unchanged.

A fully executed Sourcewell Price and Product Change Request Form will become an amendment to this Agreement and will be incorporated by reference.

- 3) **Authorized Representative.** Supplier will assign an Authorized Representative to Sourcewell for this Agreement and must provide prompt notice to Sourcewell if that person is changed. The Authorized Representative will be responsible for:
- Maintenance and management of this Agreement;
 - Timely response to all Sourcewell and Participating Entity inquiries; and
 - Participation in reviews with Sourcewell.

Sourcewell's Authorized Representative is its Chief Procurement Officer. Supplier's Authorized Representative is the person named in the Supplier's Proposal.

- 4) **Business Reviews.** Supplier will perform a minimum of one business review with Sourcewell per agreement year. The business review will cover sales to Participating Entities, pricing and terms, administrative fees, sales data reports, supply issues, customer issues, and any other necessary information.
- 5) **Sales Reporting Required.** Supplier is required as a material element to this Master Agreement to report all completed transactions with Participating Entities utilizing this Agreement. Failure to provide complete and accurate reports as defined herein will be a material breach of the Agreement and Sourcewell reserves the right to pursue all remedies available at law including cancellation of this Agreement.
- 6) **Reporting Requirements.** Supplier must provide Sourcewell a sales activity report of all transactions completed utilizing this Agreement. Reports are due at least once each calendar quarter (Reporting Period). Reports must be received no later than 45 calendar days after the end of each calendar quarter. Supplier may report on a more frequent basis in its discretion. Reports must be provided regardless of the amount of completed transactions during that quarter (i.e., if there are no sales, Supplier must submit a report indicating no sales were made).

The Report must contain the following fields:

- Participating Entity Name (e.g., City of Staples Highway Department);
- Participating Entity Physical Street Address;
- Participating Entity City;

- Participating Entity State/Province;
- Participating Entity Zip/Postal Code;
- Sourcewell Participating Entity Account Number;
- Transaction Description;
- Transaction Purchased Price;
- Sourcewell Administrative Fee Applied; and
- Date Transaction was invoiced/sale was recognized as revenue by Supplier.

If collected by Supplier, the Report may include the following fields as available:

- Participating Entity Contact Name
- Participating Entity Contact Email Address
- Participating Entity Contact Telephone Number

- 7) **Administrative Fee.** In consideration for the support and services provided by Sourcewell, Supplier will pay an Administrative Fee to Sourcewell on all completed transactions to Participating Entities utilizing this Agreement. Supplier will include its Administrative Fee within its proposed pricing. The Administrative Fee must be included in, and not added to, the pricing. Supplier may not charge Participating Entities more than the contracted price to offset the Administrative Fee. Supplier will only make Administrative Fee payments to a United States bank account held exclusively in Sourcewell's name.
- 8) **Fee Calculation.** Supplier's Administrative Fee payable to Sourcewell will be calculated as a stated percentage (listed in Supplier's Proposal) of all completed transactions utilizing this Master Agreement within the preceding Reporting Period. For certain categories, a flat fee may be proposed. The Administrative Fee will be stated in Supplier's Proposal.
- 9) **Fee Remittance.** Supplier will remit fee to Sourcewell no later than 45 calendar days after the close of the preceding calendar quarter in conjunction with Supplier's Reporting Period obligations defined herein. Payments should note the Supplier's name and Sourcewell-assigned Agreement number in the memo; and must be either mailed to Sourcewell above "Attn: Accounts Receivable" or remitted electronically to Sourcewell's banking institution per Sourcewell's Finance department instructions.
- 10) **Noncompliance.** Sourcewell reserves the right to seek all remedies available at law for unpaid or underpaid Administrative Fees due under this Agreement that are not subject of a good faith dispute. Failure to remit payment, delinquent payments, underpayments, or other deviations from the requirements of this Agreement that are not subject of a good faith dispute may be deemed a material breach and may result in cancellation of this Agreement and disbarment from future Agreements.
- 11) **Audit Requirements.** Pursuant to Minn. Stat. § 16C.05, subdivision 5, the books, records, documents, and accounting procedures and practices relevant to this Agreement are subject to examination by Sourcewell and the Minnesota State Auditor for a minimum of six years from the end of this Agreement. Supplier reserves the same auditing rights relevant to this Agreement. The parties agree to reasonably cooperate with each other in auditing transactions under this Agreement to ensure compliance with pricing terms, correct calculation and remittance of Administrative Fees, and verification of transactions as may be requested by a Participating Entity or Sourcewell.

- 12) **Assignment, Transfer, and Administrative Changes.** Neither party may assign or otherwise transfer its rights or obligations under this Contract without the prior written consent of the other party and a fully executed assignment agreement. Such consent will not be unreasonably withheld. Any prohibited assignment is invalid. Upon request Sourcewell may make administrative changes to agreement documentation such as name changes, address changes, and other non-material updates as determined within its sole discretion.
- 13) **Amendments.** Any material change to this Agreement must be executed in writing through an amendment and will not be effective until it has been duly executed by the parties.
- 14) **Waiver.** Failure by Sourcewell to enforce any right under this Agreement will not be deemed a waiver of such right in the event of the continuation or repetition of the circumstances giving rise to such right. Any such waiver must be in writing and signed by the parties.
- 15) **Complete Agreement.** This Agreement represents the complete agreement between the parties for the scope as defined herein. No other understanding regarding this Agreement, whether written or oral, may be used to bind either party. Supplier and Sourcewell may enter into separate written agreements relating specifically to transactions outside of the scope of this Agreement.
- 16) **Relationship of Sourcewell and Supplier.** The relationship of the parties is one of independent contractors, each free to exercise judgment and discretion with regard to the conduct of their respective businesses. This Agreement does not create a partnership, joint venture, or any other relationship such as employee, independent contractor, master-servant, or principal-agent.
- 17) **Indemnification.** Supplier must indemnify, defend, save, and hold Sourcewell, including their agents and employees, harmless from any third-party claims or causes of action, including attorneys' fees alleging bodily injury, death or damage to a third-party's tangible property, caused by Supplier's negligent acts or omissions. Sourcewell's responsibility will be governed by the State of Minnesota's Tort Liability Act (Minnesota Statutes Chapter 466) and other applicable law. No part of Sourcewell and/or its Participating Entities' site or other property thereof is considered third-party property. Warranty remedies are the exclusive ones for claims of property damages resulting from alleged breaches of the required warranties hereunder. The indemnitee must provide the Supplier with prompt written notice of any third-party claims covered by this Article. Supplier is not liable for any type of indirect, special, liquidated, exemplary, collateral, incidental or consequential damages. These limitations of liability are effective even if Supplier has been advised by buyer of the possibility of such damages.
- 18) **Data Practices.** To the extent required by applicable law, Supplier and Sourcewell acknowledge Sourcewell is subject to the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to all data provided by or provided to Sourcewell under this Contract and as it applies to all data provided by or to Sourcewell under this Agreement and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the Supplier under this Agreement. If the Supplier receives a request to release the data referred to in this article, the Supplier must immediately notify Sourcewell and Sourcewell will assist with how the Supplier should respond to the request.

19) Grant of License.**a) During the term of this Agreement:**

i) **Supplier Promotion.** Sourcewell grants to Supplier a royalty-free, worldwide, non-exclusive right and license to use the trademark(s) provided to Supplier by Sourcewell in advertising, promotional materials, and informational sites for the purpose of marketing Sourcewell's Agreement with Supplier.

ii) **Sourcewell Promotion.** Supplier grants to Sourcewell a royalty-free, worldwide, non-exclusive right and license to use Supplier's trademarks in advertising, promotional materials, and informational sites for the purpose of marketing Supplier's Agreement with Sourcewell.

iii) Such use of the Trademarks (and any sublicense granted under this Section 19) is subject to the prior approval of the grantor of such use rights and is revocable at will by the grantor.

b) **Limited Right of Sublicense.** The right and license granted herein includes a limited right of each party to grant sublicenses to their respective subsidiaries, distributors, dealers, resellers, marketing representatives, partners, or agents (collectively "Permitted Sublicensees") in advertising, promotional, or informational materials for the purpose of marketing the Parties' relationship to Participating Entities. Any sublicense granted will be subject to the terms and conditions of this Article. Each party will be responsible for any breach of this section by any of their respective sublicensees.

c) Use; Quality Control.

i) Neither party may alter the other party's trademarks from the form provided and must comply with removal requests as to specific uses of its trademarks or logos.

ii) Each party agrees to use, and to cause its Permitted Sublicensees to use, the other party's trademarks only in good faith and in a dignified manner consistent with such party's use of the trademarks. Each party may make written notice to the other regarding misuse under this section. The offending party will have 30 days of the date of the written notice to cure the issue or the license/sublicense will be terminated.

d) **Termination.** Upon the termination of this Agreement for any reason, each party, including Permitted Sublicensees, will have 30 days to remove all Trademarks from signage, websites, and the like bearing the other party's name or logo (excepting Sourcewell's pre-printed catalog of suppliers which may be used until the next printing). Supplier must return all marketing and promotional materials, including signage, provided by Sourcewell, or dispose of it according to Sourcewell's written directions.

20) Venue and Governing law between Sourcewell and Supplier Only. The substantive and procedural laws of the State of Minnesota will govern this Agreement between Sourcewell and Supplier. Venue for all legal proceedings arising out of this Agreement between Sourcewell and Supplier will be in court of competent jurisdiction within the State of Minnesota. This section does not apply to any dispute between Supplier and Participating Entity. This Agreement reserves the right for Supplier and Participating Entity to negotiate this term to within any transaction documents.

- 21) **Severability.** If any provision of this Agreement is found by a court of competent jurisdiction to be illegal, unenforceable, or void then both parties will be relieved from all obligations arising from that provision. If the remainder of this Agreement is capable of being performed, it will not be affected by such determination or finding and must be fully performed.
- 22) **Insurance Coverage.** At its own expense, Supplier must maintain valid insurance policy(ies) during the performance of this Agreement with insurance company(ies) licensed or authorized to do business in the State of Minnesota having an "AM BEST" rating of A- or better, with coverage and limits of insurance not less than the following:
- a) **Commercial General Liability Insurance.** Supplier will maintain insurance covering its operations, with coverage on an occurrence basis, and must be subject to terms no less broad than the Insurance Services Office ("ISO") Commercial General Liability Form CG0001 (2001 or newer edition), or equivalent. At a minimum, coverage must include liability arising from premises, operations, bodily injury and property damage, independent contractors, products-completed operations including construction defect, contractual liability, blanket contractual liability, and personal injury and advertising injury. All required limits, terms and conditions of coverage must be maintained during the term of this Agreement.
 - \$1,500,000 each occurrence Bodily Injury and Property Damage
 - \$1,500,000 Personal and Advertising Injury
 - \$2,000,000 aggregate for products liability-completed operations
 - \$2,000,000 general aggregate
 - b) **Certificates of Insurance.** Prior to execution of this Agreement, Supplier must furnish to Sourcewell a certificate of insurance, as evidence of the insurance required under this Agreement. Prior to expiration of the policy(ies), renewal certificates must be mailed to Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 or provided to in an alternative manner as directed by Sourcewell. The certificates must be signed by a person authorized by the insurer(s) to bind coverage on their behalf. Failure of Supplier to maintain the required insurance and documentation may constitute a material breach.
 - c) **Additional Insured Endorsement and Primary and Non-contributory Insurance Clause.** Supplier agrees to list Sourcewell, including its officers, agents, and employees, as an additional insured under the Supplier's commercial general liability insurance policy with respect to liability arising out of activities, "operations," or "work" performed by or on behalf of Supplier, and products and completed operations of Supplier. The policy provision(s) or endorsement(s) must further provide that coverage is primary and not excess over or contributory with any other valid, applicable, and collectible insurance or self-insurance in force for the additional insureds.
 - d) **Waiver of Subrogation.** Supplier waives and must require (by endorsement or otherwise) all its insurers to waive subrogation rights against Sourcewell and other additional insureds for losses paid under the insurance policies required by this Agreement or other insurance applicable to the Supplier or its subcontractors. The waiver must apply to all deductibles and/or self-insured retentions applicable to the required or any other insurance maintained by the Supplier or its subcontractors. Where permitted by law, Supplier must require similar written express waivers of subrogation and insurance clauses from each of its subcontractors.

- e) **Umbrella/Excess Liability/SELF-INSURED RETENTION.** The limits required by this Agreement can be met by either providing a primary policy or in combination with umbrella/excess liability policy(ies), or self-insured retention.
- 23) **Termination for Convenience.** Sourcewell or Supplier may terminate this Agreement upon 60 calendar days' written notice to the other Party. Termination pursuant to this section will not relieve the Supplier's obligations under this Agreement for any transactions entered with Participating Entities through the date of termination, including reporting and payment of applicable Administrative Fees.
- 24) **Termination for Cause.** Either party may terminate this Agreement upon providing written notice of material breach to the other party. Notice must describe the breach in reasonable detail and state the intent to terminate the Agreement. Upon receipt of Notice, the other party will have 30 calendar days in which it must cure the breach. Termination pursuant to this section will not relieve the Supplier's obligations under this Agreement for any transactions entered with Participating Entities through the date of termination, including reporting and payment of applicable Administrative Fees.

Article 3: Supplier Obligations to Participating Entities

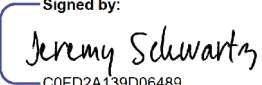
The Terms in this Article 3 relate specifically to Supplier and a Participating Entity when entering transactions utilizing the General Terms established in this Master Agreement. Article 1 General Terms control over any conflict with this Article 3. Where this Master Agreement is silent on any subject, Participating Entity and Supplier retain the ability to negotiate mutually acceptable terms.

- 1) **Quotes to Participating Entities.** Suppliers are encouraged to provide all pricing information regarding the total cost of acquisition when quoting to a Participating Entity. Suppliers and Participating Entities are encouraged to include all cost specifically associated with or included within the Suppliers proposal and Included Solutions within transaction documents.
- 2) **Shipping, Delivery, Acceptance and Rejection.** Supplier's proposal may include proposed terms relating to shipping, delivery, inspection, and acceptance/rejection and other relevant terms of tendered Solutions. Supplier and Participating Entity may negotiate final terms appropriate for the specific transaction relating to non-appropriation, shipping, delivery, inspection, and acceptance/rejection of tendered Solutions. Such terms may include, but are not limited to, costs, risk of loss, proper packaging, inspection rights and timelines, acceptance or rejection procedures, and remedies as mutually agreed include notice requirements, replacement, return or exchange procedures, and associated costs.
- 3) **Applicable Taxes.** Participating Entity is responsible for notifying supplier of its tax-exempt status and for providing Supplier with any valid tax-exemption certification(s) or related documentation.
- 4) **Ordering Process and Payment.** Supplier's ordering process and acceptable forms of payment are included within its Proposal. Participating Entities will be solely responsible for payment to Supplier and Sourcewell will have no liability for any unpaid invoice of any Participating Entity.
- 5) **Transaction Documents.** Participating Entity may request the use of its own forms to complete transactions directly with Supplier utilizing the terms established in this Agreement. Supplier is not

required to accept such terms at variance in any particular from applicable terms in the Agreement. Supplier's standard form agreements or terms and conditions may be required as part of its Proposal. Supplier and Participating Entity may complete and document transactions utilizing any type of transaction documents as mutually agreed. In any transaction document entered utilizing this Agreement, Supplier and Participating Entity must include specific reference to this Master Agreement by number and to Participating Entity's unique Sourcewell account number.

- 6) **Additional Terms and Conditions Permitted.** Participating Entity and Supplier may negotiate and include additional terms and conditions within transaction documentation as mutually agreed. Such terms may supplant or supersede this Master Agreement when necessary and as solely determined by agreement of the Participating Entity and Supplier. Sourcewell has expressly reserved the right for Supplier and Participating Entity to address any necessary provisions within transaction documents not expressly included within this Master Agreement, including but not limited to transaction cancellation, dispute resolution, governing law and venue, non-appropriation, insurance, defense and indemnity, force majeure, and other material terms as mutually agreed.
- 7) **Subsequent Agreements and Survival.** Supplier and Participating Entity may enter into a separate agreement to facilitate long-term performance obligations utilizing the terms of this Master Agreement as mutually agreed. Such agreements may provide for a performance period extending beyond the full term of this Master Agreement as determined in the discretion of Participating Entity.
- 8) **Participating Addendums.** Supplier and Participating Entity may enter a Participating Addendum or similar document extending and supplementing the terms of this Master Agreement to facilitate adoption as may be required by a Participating Entity.

Sourcewell

Signed by:

By: _____
C0FD2A139D06489...
Jeremy Schwartz
Title: Chief Procurement Officer

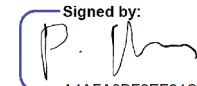
5/1/2025 | 3:09 PM CDT
Date: _____

Siemens Industry, Inc.

Signed by:

By: _____
F437AE2F1343448...
Ryan Mai
Title: Head of Area Success Management,
Buildings

5/1/2025 | 9:10 AM CDT
Date: _____

Signed by:

By: _____
A4AFA8BF8EF94CA...
Peter Kamps
Title: Head of Finance, Buildings
5/1/2025 | 3:07 PM CDT
Date: _____

RFP 080824 - HVAC Systems with Related Products and Services

Vendor Details

Company Name: Siemens Industry, Inc.

Does your company conduct business under any other name? If yes, please state: Siemens Government Technologies, Inc.

Address: 1000 Deerfield Parkway
Buffalo Grove, IL 60089-4547

Contact: Toni Stoddard

Email: toni.stoddard@siemensgovt.com

Phone: 703-689-1472

HST#: 13-2762488

Submission Details

Created On: Monday June 24, 2024 13:16:19

Submitted On: Thursday August 08, 2024 11:56:27

Submitted By: Toni Stoddard

Email: toni.stoddard@siemensgovt.com

Transaction #: b9412c00-320b-484d-803e-4f03e1a51e16

Submitter's IP Address: 136.226.18.80

Specifications

Table 1: Proposer Identity & Authorized Representatives (Not Scored)

General Instructions (applies to all Tables) Sourcewell prefers a brief but thorough response to each question. Do not merely attach additional documents to your response without also providing a substantive response. Do not leave answers blank; respond "N/A" if the question does not apply to you (preferably with an explanation).

Table 1 Specific Instructions. Sourcewell requires identification of all parties responsible for providing Solutions under a resulting master agreement(s) (Responsible Supplier). Proposers are strongly encouraged to include all potential Responsible Suppliers including any corporate affiliates, subsidiaries, D.B.A., and any other authorized entities within a singular proposal. All information required under this RFP must be included for each Responsible Supplier as instructed. Proposers with multiple Responsible Supplier options may choose to respond individually as distinct entities, however each response will be evaluated individually and only those proposals recommended for award may result in a master agreement award. Unawarded entities will not be permitted to later be added to an existing master agreement through operation of Proposer's corporate organization affiliation.

Line Item	Question	Response *	
1	Provide the legal name of the Proposer authorized to submit this Proposal.	Siemens Industry, Inc.	*
2	In the event of award, is this entity the Responsible Supplier that will execute the master agreement with Sourcewell? Y or N.	Y	*
3	Identify all subsidiaries, D.B.A., authorized affiliates, and any other entity that will be responsible for offering and performing delivery of Solutions within this Proposal (i.e. Responsible Supplier(s) that will execute a master agreement with Sourcewell).	None	*
4	Provide your CAGE code or Unique Entity Identifier (SAM):	1HLQ3	*
5	Provide your NAICS code applicable to Solutions proposed.	236220	
6	Proposer Physical Address:	1000 Deerfield Parkway, Buffalo Grove, IL 60089-4547	*
7	Proposer website address (or addresses):	www.siemens.com/us	*
8	Proposer's Authorized Representative (name, title, address, email address & phone) (The representative must have authority to sign the "Proposer's Assurance of Compliance" on behalf of the Proposer):	Beverly Lester, Sr. Manager Support Services – Contracts 1000 Deerfield Parkway, Buffalo Grove, IL 60089 Email: beverly.lester@siemensgovt.com Phone: 571-379-1092	*
9	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Toni Stoddard, Contract Manager 1000 Deerfield Parkway, Buffalo Grove, IL 60089 Email: toni.stoddard@siemensgovt.com Phone: 703-689-1472	*
10	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	Beverly Lester, Sr. Manager Support Services – Contracts 1000 Deerfield Parkway, Buffalo Grove, IL 60089 Email: beverly.lester@siemensgovt.com Phone: 571-379-1092	

Table 2A: Financial Viability and Marketplace Success (50 Points)

Line Item	Question	Response *
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11	Provide a brief history of your company, including your company's core values, business philosophy, and industry longevity related to the requested Solutions.	Siemens is a global innovator focusing on digitalization, electrification, and automation for the process and manufacturing industries and is a leader in power generation and distribution, intelligent infrastructure, and distributed energy systems. For more than 160 years, the company has developed technologies that support multiple American industries including manufacturing, energy, healthcare, and infrastructure. Major sectors for the business include Industry, Infrastructure and Cities, Energy, Healthcare, Siemens Financial Services, and "other" (Corporate Research, Real Estate, Consultancy, and Siemens Foundation). We are an industry leader in mobility systems, energy, building technology (mechanical services, automation, fire and security, control products and Systems). This link has more details about the historical and current structure of Siemens: https://www.siemens.com/global/en/company/about/history/stories/setting-the-course-of-the-future.html Siemens Smart infrastructure supports the way we all want to live – happily, comfortably, sustainably, and in harmony. It supports the way industry and organizations want to be – efficient, responsible, and smarter. This link has more details on our company's core values and business philosophy: https://www.siemens.com/global/en/company/about.html	*
12	What are your company's expectations in the event of an award?	Siemens' use of the Sourcewell contract will continue to be promoted internally to the sales teams and externally with our Sourcewell eligible customers. Our sales teams will be trained to lead with the benefits of using an awarded Sourcewell contract with pre-negotiated terms and conditions to include pricing. If awarded a Sourcewell contract, there will be a renewed emphasis on increasing the utilization of the Contract through our training and marketing approaches. We have a dedicated internal SharePoint site for our sales and operations team where they can find additional information about the Sourcewell, prerecorded training, and all of the specific contract information for all Siemens' Sourcewell contracts.	*
13	Demonstrate your financial strength and stability with meaningful data. This could include such items as financial statements, SEC filings, credit and bond ratings, letters of credit, and detailed reference letters. Upload supporting documents (as applicable) in the document upload section of your response. DO NOT PROVIDE ANY TAX INFORMATION OR PERSONALLY IDENTIFIABLE INFORMATION	Siemens Industry, Inc. (SII) is not a publicly traded company and does not release separate company financial statements. SII is a subsidiary member of the Siemens AG corporate group - a multi-national, multibillion-dollar company whose shares are listed on the Deutsche Boerse (Exchange) of Germany. As such, Siemens AG prepares consolidated financial statements audited by the independent public accounting firm of Ernst & Young GmbH. A copy of Siemens AG most recent annual report including the audited financial statements can be found and downloaded at www.siemens.com through the "Investor Relations" link. We have included the most recent audited Siemens Financial Statements "Siemens 2023 Annual Report".	*
14	What is your US market share for the solutions that you are proposing?	Mechanical and Automation Services and Solutions – 12.4% Energy Solutions – 6.1% Electrical Services - .3%	*
15	What is your Canadian market share for the solutions that you are proposing?	Siemens Canada will not be participating in this solicitation.	*
16	Disclose all current and completed bankruptcy proceedings for Proposer and any included possible Responsible Party within the past seven years. Proposer must provide notice in writing to Sourcewell if it enters a bankruptcy proceeding at any time during the pendency of this RFP evaluation.	There are no current or past bankruptcy proceedings. Siemens will disclose such information to Sourcewell during the pendency of the RFP evaluation should this occur.	*
17	How is your organization best described: is it a manufacturer, a distributor/dealer/reseller, or a service provider? Answer whichever question (either a) or b) just below) best applies to your organization. a) If your company is best described as a distributor/dealer/reseller (or similar entity), provide your written authorization to act as a distributor/dealer/reseller for the manufacturer of the products proposed in this RFP. If applicable, is your dealer network independent or company owned? b) If your company is best described as a manufacturer or service provider, describe your relationship with your sales and service force and with your dealer network in delivering the products and services proposed in this RFP. Are these individuals your employees, or the employees of a third party?	b) Siemens is a manufacturer of building automation and electrical. Siemens provides the service associated with these products to include design, installation, service, repair and maintenance across a broad spectrum of technical disciplines. Siemens employs a team of thousands of professional personnel spread across all sales offices to provide the required service and support. Additionally, Siemens has partnered with numerous Value Added Partners (VAPs) that are certified to perform service on the products offered on this contract. The combination of the Siemens' personnel and the VAP personnel ensures that our customers always have a service provider in close proximity.	*

18	If applicable, provide a detailed explanation outlining the licenses and certifications that are both required to be held, and actually held, by your organization (including third parties and subcontractors that you use) in pursuit of the business contemplated by this RFP.	Automation specialists all operate under a local Electrical Contractor License. They are trained on all our products and services throughout their career by Siemens Smart Infrastructure Training Academy. For Mechanical Services, Siemens' Local Branches have an HVAC service contractor license. With regards to our Subcontractors, we ensure they also hold a valid HVAC service contractor license. In addition, our union mechanics all hold EPA refrigerant handling certifications. Mechanical / Energy: Siemens' personnel are certified in accordance with industry standards, and state requirements which are required for sales, service, design, and commissioning of energy systems. Management, engineering and designer certifications may include (but are not limited to): • CEM – Certified Energy Manager • PE – Professional Engineer • PMP – Project Management Professional • PM @ Siemens Certification • LEED AP / LEED GA • GGP – Green Globes Professional • GBE – Green Building Engineer • CDT – Construction Documents Technology • REP – Renewable Energy Professional • EIT – Certification of Engineer in Training • NABCEP – North American Board of Certified Energy	*
19	Disclose all current and past debarments or suspensions for Proposer and any included possible Responsible Party within the past seven years. Proposer must provide notice in writing to Sourcewell if it enters a debarment or suspension status any time during the pendency of this RFP evaluation.	Not Applicable. Siemens has never been debarred or suspended.	*
20	Describe any relevant industry awards or recognition that your company has received in the past five years	Refer to an article that lists Siemens' notable awards: https://www.siemens.com/us/en/company/press/siemens-stories/usa/siemens-usa-recognized-for-innovation-culture.html • MBDA Distinguished Supplier Diversity Award 2023: https://www.mbda.gov/news/press-releases/2023/10/minority-business-development-agency-announces-winners-2023-national • Siemens USA and Siemens Mobility with US Department of Commerce Minority Business Development Agency (MBDA) provides grants to small diverse businesses: https://www.siemens.com/us/en/company/press/press-releases/usa/supply-chain-diversity-expansion-180k-black-owned-businesses.html • CM Championship Award (Resiliency category) (Internal to Siemens) 2023 • Greater Baltimore Committee Bridging the Gap Achievement Award – Innovative Partnership or Strategic Alliance 2021 • 2024 Women MAKE Awards Honoree (Loretta Revesz, Procurement Manager, Building Products Americas) • 2022 Best Places to Work for LGBTQ+ Equality • Forbes 2022 The Best Employers for Diversity • Forbes 2022 The Best Employers for Women • Forbes 2022 Americas Best Large Employers • 2023 Top Supports of HBCUs • HBCU Top Supporters 2022 • Disability Equality Index Best Place to Work for Disability Inclusion 2023 • Fast Company Most Innovative Companies 2022 • Fast Company World Changing Ideas 2022 • Fast Company Best Workplaces for Innovators • Fortune The World's Most Admired Companies 2022 • LinkedIn Top Companies US 2022 • Illinois Clean Jobs Coalition and Chicagoland Chamber of Commerce Clean Energy Champion Award for Tech and Innovation • US Department of Labor HIRE Vets Medallion Gold Award - Siemens Government Technologies • Employers List of the 2021 Military Times Best for Vets • Forbes 2021 America's Best Employers for Veterans • Siemens partnership with US Department of Defense's SkillBridge, along with other veteran training programs like Training with Industry, Orion Talent for military recruitment, and Siemens Mobility works with Hire Heroes USA	*
21	What percentage of your sales are to the governmental sector in the past three years	15% of the total Smart Infrastructure sales were to federal, state, and local government customers over the past 3 years.	*
22	What percentage of your sales are to the education sector in the past three years	20% of the total Smart Infrastructure sales were in the education sector (K-12: 7%; higher education: 13%).	*

23	List any state, cooperative purchasing agreements that you hold. What is the annual sales volume for each of these agreement over the past three years?	New York Office of General Services (NYOGS) FY21 - \$11M FY22 - \$11M FY23 - \$13M Sourcewell: CY 2021: \$ 18,339,674.89 CY 2022: \$ 14,443,665.24 CY 2023: \$44,548,566.86	*
24	List any GSA contracts or Standing Offers and Supply Arrangements (SOSA) that you hold. What is the annual sales volume for each of these contracts over the past three years?	GSA FY21 - \$46,221,916 FY22 - \$49,695,073 FY23 - \$48,203,821	*

Table 2B: References/Testimonials

Line Item 25. Supply reference information from three customers who are eligible to be Sourcewell participating entities.

Entity Name *	Contact Name *	Phone Number *	
Gurnee School District	Sean Smith	847-505-1616	*
El Segundo Unified School District	Kim Linz - CBO	310-615-2650	*
The City of Riverside	Steve Williams – City HVAC Super.	951-351-6150	*

Table 3: Ability to Sell and Deliver Solutions (150 Points)

Describe your company's capability to meet the needs of Sourcewell participating entities across the US and Canada, as applicable. Your response should address in detail at least the following areas: locations of your network of sales and service providers, the number of workers (full-time equivalents) involved in each sector, whether these workers are your direct employees (or employees of a third party), and any overlap between the sales and service functions.

Line Item	Question	Response *	
26	Sales force.	Siemens has a broad and geographically dispersed sales and support organization that covers the U.S. Siemens employs over 9,000 sales and 3,100 support personnel across 100+ sales offices in the United States. Coverage is dispersed across Alaska (3 sales offices) and the continental United States (87 sales offices). The U.S. market is covered through 8 distinct zones including an Enterprise Zone, one focused on Energy Performance Contracting, and the Siemens Government Technologies, Inc. (SGT) entity. Each zone has a separate mechanical, automation, electrical, energy, fire safety, and security organization with sales and support personnel dedicated and trained in each of the business lines. In addition, Siemens backs this group with subject matter experts (SMEs) from the Center of Competency (CoC) headquartered in Buffalo Grove, IL.	*
27	Describe the network of Authorized Sellers who will deliver Solutions, including dealers, distributors, resellers, and other distribution methods.	In addition to the Siemens' business units and sales offices, there are multiple distributors who represent Siemens in different markets like construction and industrial. Utility-based customers are primarily represented by the Siemens' Business unit. We have some value-added partners to whom we sell our automation systems who provide value-add from a supplier diversity perspective. This vast network of distributors and Value-Added Partners (VAPs) is managed by a team dedicated to tracking sales, technical certifications, and regional coverage primarily for the automation systems that might accompany our mechanical services in a few geographies. Siemens will not use contract 'dealers or resellers' to represent Siemens on the Sourcewell contract.	*

28	Service force.	Siemens Service Force includes local on sight HVAC Mechanics, Automation Technicians, Energy Engineers, as well as additional employees that focus on remote engineering, programming, services, and cloud applications. Below is an approximate number of employees that fall into these categories: HVAC Mechanics 250+ Automation Technicians 1300+ Energy Engineers 75+ Additional Remote employees that focused on engineering, programming, service and cloud Applications. 100+ In addition, for areas where it is more economical to work with local providers, we have subcontracted services to keep pricing competitive and provide more responsive services.
29	Describe the ordering process. If orders will be handled by distributors, dealers or others, explain the respective roles of the Proposer and others.	Siemens employs over 9,000 sales and support personnel across 110 offices the United States. We routinely design service and support procedures with committed response times from our branch locations. Each will differ according to customer requirements but will be backed by support professionals trained and certified with the technology purchased by the customer. For the Sourcewell Contract, we will not use dealers or distributors. Sourcewell Contract orders will be between the local Branch and the participating entity. Local salespeople will provide the scope, review pricing with local operations and with our National Team, and with Siemens Government Technologies that are responsible for Sourcewell agreement compliance. Orders will be received by sales and processed internally. At this point, a local Operation Project Manager or Client Service Manager will be assigned. They are responsible for delivery of service per the project scope. The Siemens Smart Infrastructure Customer Excellence team is focused on understanding what is important to our customers. Our programs allow us to keep a pulse on how our customers feel about doing business with us and provide an avenue for customers to escalate concerns for quick and complete resolution. We are committed to improving the quality, support, and services our customers need and create value by collecting and analyzing all feedback to continuously improve the customer experience. The Voice of the Customer program is based on listening to our customers, engaging with our customers through closed loop processes, and exceeding our customers' expectations by going above and beyond. The Customer Advocate program was introduced to help build stronger relationships, bring greater transparency to customer issues and concerns, and foster continuous improvement internally. Our Customer Advocates have completed over 1,000 interviews with our customers over the last year. Customer Elevate is our organization-wide commitment to quick and complete problem resolution. The program exists to ensure that issues not being successfully addressed at the local level are brought to the attention of senior management to be resolved quickly, completely, and to the customers' total satisfaction. • Customer Loyalty: The customer loyalty program measures customer satisfaction for each of our local Branches. This important metric measures the likelihood that a customer intends to continue doing business with us and would recommend us to others. We take this metric seriously and have processes for escalation to the local management team when there is indication of dissatisfaction. • Customer Satisfaction: The overall Customer Satisfaction Index is measure for each customer after we provide service, usually quarterly. This satisfaction metric measures a customer's overall satisfaction with their Siemens service experience. As a result of actively listening and responding to customer insight, Siemens Smart Infrastructure implemented new programs and focused on ongoing improvements over the past two years to directly address customers' specific concerns. • Service: We expanded our portfolio of service offerings, improved service delivery and service outcomes, introduced digital services offerings for remote service, and introduced the service portal that allows customers to track their service notifications and status. • Responsiveness: We achieved a 54% reduction over the last year for the time it takes to resolve an issue after receiving a customer request. • Staff: We added certified experts in the field to properly address our customers' specific needs plus more robust recruitment and training programs to ensure the highest levels of professionalism, knowledge, and expertise and employee engagement.

30	Describe in detail the process and procedure of your customer service program, if applicable. Include your response-time capabilities and commitments, as well as any incentives that help your providers meet your stated service goals or promises.	Service Deliver excellence is baked into our culture. In metropolitan areas customers typically receive emergency service in 2 hours and standard service in 4 hours. This may vary for outlying rural areas, but is addressed and agreed upon in the service agreement scope of work. Our service dispatch team and our 24/7 Customer Service Center ensure we meet these expectation regardless of the time of day our national holidays. There is an internal escalation process when issues arise that engages the leadership team to ensure customer expectation are met.	*
31	Describe your ability and willingness to provide your products and services to Sourcewell participating entities.	Siemens' US customers enjoy the advantage of Siemens Smart Infrastructure Regional Solutions & Services (SI RSS) ability to meet the growing demand for integrated solutions that can be implemented worldwide through the development of global platforms utilizing the worldwide network of Siemens' companies. The SI RSS Division can create synergies with sister Siemens companies making it easier for customers who want a convenient, one-stop provider for all their building infrastructure needs. We offer all the required products, systems, and solutions from a single source to safeguard the continuity of your business. Siemens mechanical service team has access to parts and equipment from all major manufacturers. In addition we have national reseller agreements with many of them to provide cost effective materials to our customers. Siemens is a Building Automation Services (BAS) industry leader through our control products, Desigo CC front end, and Building X Cloud based platform.	*
32	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in Canada.	Siemens Canada will not be participating in this solicitation. Therefore, we will not be providing any products or services for any areas in Canada.	*
33	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed agreement.	There are no areas in the US we cannot service. We have a geographically dispersed sales and support organization that covers the U.S. Siemens employs over 9,000 sales and 3,100 support personnel across 100+ sales offices in the United States. Siemens backs this group with subject matter experts from the Center of Competency (CoC) headquartered in Buffalo Grove, IL with 100+ branches and sales offices. In locations where we don't have a mechanical presence, Siemens can work with our network of providers to ensure we are able to meet the needs of Sourcewell participating entities. Siemens Canada will not be participating in this solicitation. Therefore, we will not be serving any areas in Canada.	*
34	Identify any account type of Participating Entity which will not have full access to your Solutions if awarded an agreement, and the reasoning for this.	All account types available under the awarded contract will be available to all participating entities. Siemens' full breadth of services and solutions as well as products covered by our contract may be offered. All Sourcewell participating entities will have full access to this contract	*
35	Define any specific requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	There are no specific contract requirements or restrictions that would apply to participating entities in Hawaii, Alaska, or in US territories.	*
36	Will Proposer extend terms of any awarded master agreement to nonprofit entities?	Yes.	*

Table 4: Marketing Plan (100 Points)

Line Item	Question	Response *	
37	Describe your marketing strategy for promoting this opportunity. Upload representative samples of your marketing materials (if applicable) in the document upload section of your response.	Siemens' Marketing Plan for our Sourcewell Contracts include web-based and in-person training sessions for our sales force. There is also a sales support team that assists in ensuring that the sales force is aware of the Sourcewell contracting vehicles and how to be compliant when using these important tools. Each segment of our business has stressed the benefits of using Sourcewell with our public sector and non-profit entities. Use of the Sourcewell contract is monitored in our CRM (sales Force), and sales management is encouraged to lead with the Sourcewell contract whenever applicable. Siemens Marketing Communications strategy for promoting the Sourcewell contracts includes: A dedicated webpage with technical content and links to the Sourcewell Contracts; Pricing; Marketing documents (please see the attached "Sourcewell Comms Plan 2024.pdf; Top Reasons to Work for Siemens.pdf; Siemens Industry_Sourcewell Flyer_2024.pdf); Internal and external Webinars with vertical market customers such as Education, Healthcare, Life Science, State/Local governments, and Airports; Social Media posts to reach a broad Siemens customer base; and internal sales training to promote contract utilization.	*
38	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	Siemens has a dedicated webpage for the Sourcewell Contract that includes a description of the Sourcewell Cooperative Purchasing Contract with a link to the Sourcewell site. Siemens contract-specific information will include a description of the products and services offered, FAQs about how to request and respond to a proposal, and the tracking of hits, downloads, etc. Siemens social media sites include Twitter, LinkedIn, and Facebook. Siemens tracks likes, shares, etc. for all of our social media sites. This data is analyzed regularly to determine the effectiveness of the information presented. Internally, Siemens uses the Amplify platform, which allows Siemens employees, including upper management, to share Siemens social media posts to their personal accounts for a broader distribution of the information.	*
39	In your view, what is Sourcewell's role in promoting agreements arising out of this RFP? How will you integrate a Sourcewell-awarded agreement into your sales process?	Siemens views Sourcewell's role on this contract as a partner to promote overall contract utilization with Sourcewell customers. Sourcewell provides valuable market information that is shared with the Siemens' vertical markets and sales teams. The Siemens sales and tracking applications such as Salesforce, TrackIT, BookIT, and SAP include the Sourcewell contracts in the opportunity identification and ordering processes. Siemens internal SharePoint site contains a landing page for all Sourcewell contracts, pricing, marketing documentation, and internal training recordings and Power Point presentations. These applications track an opportunity from initial identification through award and final order closeout. The Siemens on-boarding process for new employees includes the Sourcewell contract and pricing compliance training. On occasion we have worked with Sourcewell to promote the program to end-users that have not participated in the past. In this way we are a true partner that can bring new clients to Sourcewell.	*
40	Are your Solutions available through an e-procurement ordering process? If so, describe your e-procurement system and how governmental and educational customers have used it.	Siemens' products and services offered on the Sourcewell Contract are not commodity based. The projects associated with building automation, HVAC, mechanical, electrical, etc. require discussions with customers to ensure requirements are tailored to specific needs. Therefore, these offerings do not lend themselves to e-procurement. However, there is a Siemens commercial site for ordering spare parts, etc., but this site does not use any Contract pricing and is not subject to the Contract terms. Siemens recommends that all Sourcewell orders go through the standard ordering process that includes a Siemens sales representative.	*

Table 5A: Value-Added Attributes (100 Points)

Line Item	Question	Response *	
41	Describe any product, equipment, maintenance, or operator training programs that you offer to Sourcewell participating entities. Include details, such as whether training is standard or optional, who provides training, and any costs that apply.	Siemens offers both free and fee-based training programs depending on the system purchased. We offer a partner program for resellers of Siemens fire products where maintenance service training is typically offered. At an end user level, we teach our clients how to detect certain error conditions to determine the severity level and appropriate remediation.	*

42	Describe any technological advances that your proposed Solutions offer.	Our proposed products and services offer many new technological advances with much more to come given current R&D and technology innovation trends. Products are becoming faster, smarter, and better able to integrate and communicate. Siemens' open platform based offerings enable devices from Siemens and third-party vendors to easily communicate; cloud-based analytics to support remote operations and predictive maintenance programs; artificial intelligence to drive machine learning and continuous systems optimization (for example, when applied to basic HVAC systems); integrated smart security and life safety systems (for example, deploying advanced video analytics, access control and mass notification functions); and IoT applications based on multi-variable sensing technology that can provide buildings, space and asset management and optimization from a single platform.	*
43	Describe any "green" initiatives that relate to your company or to your Solutions, and include a list of the certifying agency for each.	Siemens is a world leader in sustainability management. A large percentage of our Building Automation Engineers are LEED accredited. Through our sustainability leaders, we offer programs to enable Cities and campuses the education and consultation that will guide the implementation of a cleaner, greener organization. Siemens has a US Sustainability Division that focuses on advancing the company's own decarbonization strategies to continue its path toward becoming 100% carbon neutral by 2030. Apart from the USGC LEED Accredited Professional program, we are also a member of the Association of Energy Engineers and nearly all of our Energy Engineers are Certified Energy Managers (CEMs) through AEE. The Sustainability Division manages the implementation of U.S. programs that support our carbon neutral goals, including the ongoing transition to a zero-emission fleet, installing the requisite electric vehicle infrastructure at targeted locations, identifying distributed energy and energy efficiency projects across key Siemens U.S. sites, and working with internal and external stakeholders and partners to help customers meet their own sustainability targets. Siemens was the first industrial company to pledge to become 100 percent carbon neutral by 2030 and announced this past December it has successfully passed the halfway mark.	*
44	Identify any third-party issued eco-labels, ratings or certifications that your company has received for the Solutions included in your Proposal related to energy efficiency or conservation, life-cycle design (cradle-to-cradle), or other green/sustainability factors.	None.	*
45	What unique attributes does your company, your products, or your services offer to Sourcewell participating entities? What makes your proposed solutions unique in your industry as it applies to Sourcewell participating entities?	At Siemens, we deliver smarter schools and buildings that provide safe, secure, and comfortable learning and work environments that are also efficient and sustainable. A smart building, school, or campus from Siemens leverages data to create adaptable, people-centric environments that organizations rely upon. Our Smart Infrastructure division was created to deliver the highest value products and integrated solutions and services across mechanical services, building automation, fire and life safety, security, energy, and grid edge. Our uniquely comprehensive solutions portfolio leverages investments in digitalization, integration, artificial intelligence, cloud-based analytics, and IoT to meet our customers expanding challenges and expectations. Most notably and as an increasingly effective method to combat climate change, Siemens Building X is a digital building platform that empowers building owners and operators to make data-driven decisions that lead to improved sustainability, increased operational performance and higher building value. Finally, specifically with respect to mechanical services, we provide Smart Mechanical Services by combining traditional mechanical services with remote digital services and energy conservation to help our clients reduce the cost of owning and operating as well as improving the performance of their facility. Sourcewell participating entities can rely on us to help them move from reactive to more proactive services. In several instances we have implemented predictive maintenance to increase reliability of customers' existing HVAC infrastructure. Finally, our team has dedicated resources to assist our customers to go beyond monitoring indoor air quality by mitigating the issues that are uncovered through continuous monitoring. These solutions are customized for each organization and specific facility.	*
46	What industry specific certifications does your company and/or equipment hold? (e.g. ENERGY STAR, NEBB).	As mentioned previously, our employees are accredited by industry leading organization. These include USGC LEED Accredited Professional programs. We are also a member of the Association of Energy Engineers and nearly all of our Energy Engineers are Certified Energy Managers (CEMs) through AEE. Finally, our automation products are UL listed and BACnet Testing Labs compliant providing interoperability with other 3rd party controls systems.	
47	Describe any design, installation and efficiency standards or regulations that apply to your equipment (SMACNA Standards, ACCA Standards, EPA Regulations).	Siemens does not manufacture the HVAC equipment that we install, but we have purchasing partnerships with most major HVAC equipment manufacturers in the USA. Equipment and solutions provided under the Contract would meet industry standards such as SMACNA Standards, ACCA Standards, and EPA Regulations.	

Table 5B: Value-Added Attributes

Line Item	Question	Certification	Offered	Comment
48	Select any Women or Minority Business Entity (WMBE), Small Business Entity (SBE), or veteran owned business certifications that your company or hub partners have obtained. Upload documentation and a listing of dealerships, HUB partners or re-sellers if available. Select all that apply.		☐ Yes ☒ No	Siemens is a large business and, therefore, these certifications do not apply. However, we attached "Siemens Supplier Diversity" write up to the WMBE/MBE/SBE document section that describes our partnerships with these businesses.
49		Minority Business Enterprise (MBE)	☐ Yes ☒ No	Siemens is a large business and, therefore, these certifications do not apply. However, we attached "Siemens Supplier Diversity" write up to the WMBE/MBE/SBE document section that describes our partnerships with these businesses.
50		Women Business Enterprise (WBE)	☐ Yes ☒ No	Siemens is a large business and, therefore, these certifications do not apply. However, we attached "Siemens Supplier Diversity" write up to the WMBE/MBE/SBE document section that describes our partnerships with these businesses.
51		Disabled-Owned Business Enterprise (DOBE)	☐ Yes ☒ No	Siemens is a large business and, therefore, these certifications do not apply. However, we attached "Siemens Supplier Diversity" write up to the WMBE/MBE/SBE document section that describes our partnerships with these businesses.
52		Veteran-Owned Business Enterprise (VBE)	☐ Yes ☒ No	Siemens is a large business and, therefore, these certifications do not apply. However, we attached "Siemens Supplier Diversity" write up to the WMBE/MBE/SBE document section that describes our partnerships with these businesses.
53		Service-Disabled Veteran-Owned Business (SDVOB)	☐ Yes ☒ No	Siemens is a large business and, therefore, these certifications do not apply. However, we attached "Siemens Supplier Diversity" write up to the WMBE/MBE/SBE document section that describes our partnerships with these businesses.
54		Small Business Enterprise (SBE)	☐ Yes ☒ No	Siemens is a large business and, therefore, these certifications do not apply. However, we attached "Siemens Supplier Diversity" write up to the WMBE/MBE/SBE document section that describes our partnerships with these businesses.
55		Small Disadvantaged Business (SDB)	☐ Yes ☒ No	Siemens is a large business and, therefore, these certifications do not apply. However, we attached "Siemens Supplier Diversity" write up to the WMBE/MBE/SBE document section that describes our partnerships with these businesses.
56		Women-Owned Small Business (WOSB)	☐ Yes ☒ No	

Table 6: Pricing (400 Points)

Provide detailed pricing information in the questions that follow below.

Line Item	Question	Response *	
57	Describe your payment terms and accepted payment methods.	Payment terms are net 30 days. Siemens will accept purchase order (PO) and credit card (P-card) payment methods.	*

58	Describe any leasing or financing options available for use by educational or governmental entities.	Siemens offers customers all-encompassing financing solutions that reach across Siemens' entire industrial portfolio. Combining engineering excellence with financial solutions, Siemens is working towards enabling the digital transformation for organizations across industries. Focusing on critical infrastructure, sustainable energy production, the next generation of healthcare, and digitalizing our manufacturing floor, Siemens' financial solutions are customized to ensure your next business investment drives value for your organization. Siemens' aim is to improve processes and performance, making the workplace more efficient, or simply offering our customers the best experience possible. Siemens and its partners have the ability to finance the equipment and technology needed to meet customer goals by helping with optimizing cash flow and increasing financial flexibility while meeting stakeholder requirements. Siemens offers a wide range of finance products such as equipment leasing and rental, loans, and credit facilities. Siemens is committed to providing tailored solutions including energy-efficiency programs and other usage-based financing plans, as well as bundled service and partnership contracts. Financed assets are supported across their entire life span up to end-of-term services.	*
59	Describe any standard transaction documents that you propose to use in connection with an awarded agreement (order forms, terms and conditions, service level agreements, etc.). Upload all template agreements or transaction documents which may be proposed to Participating Entities.	Siemens has a standard process for submitting proposals, booking orders, and invoicing for payment. Included in this response are several examples of these standard documents that have been to the Standard Transaction Document Samples section: • Standard Transaction_Invoice • Standard Transaction_Purchase Order • Sourcewell Proposals_Solution and Service Agreement Projects • Siemens Terms and Conditions for Service Agreements – Mechanical • Siemens Terms and Conditions for Projects • Siemens Terms and Conditions for Services • Siemens Terms and Conditions for Projects may be found here: - o https://assets.new.siemens.com/siemens/assets/api/uuid:f19dabfe-52bd-47ca-993e-aed699d8f6f6/siemens-projects-business-standard-terms-and-conditions-unrestricted.pdf • Siemens Terms and Conditions for Services may be found here: - o https://assets.new.siemens.com/siemens/assets/api/uuid:42e38d59-eb7-41f3-a0ab-86c87ec92ec2/siemens-service-standard-terms-and-conditions.pdf	*
60	Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcewell participating entities for using this process?	Yes, Siemens accepts credit card (P-card) payments for an additional fee to customers.	*
61	Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the Sourcewell discounted price) on all of the items that you want Sourcewell to consider as part of your RFP response. If applicable, provide a SKU for each item in your proposal. Upload your pricing materials (if applicable) in the document upload section of your response.	Pricing is presented as line item and per labor category pricing. Open market items for products will be discounted from Siemens Industry MSRP/list price based on the discounts given to Siemens' Most Favored Customers. Additional discounts may be available at the time of proposal. For equipment, parts, materials, third-party subcontractor services, or other items where Siemens has no established MSRP/list price, costs will be marked up based on a percentage of cost per item listed on the price table in the proposal. Labor rates proposed are given to Siemens' Most Favored Customers.	*
62	Quantify the pricing discount represented by the pricing proposal in this response. For example, if the pricing in your response represents a percentage discount from MSRP or list, state the percentage or percentage range.	Siemens offers an average discount of 40.04% off commercial labor rates. Open market items for equipment, parts, and materials will be discounted off Siemens Industry MSRP/list prices for BAU, electrical, energy, and mechanical between 33.33% to 79.32% and off BAU Smart Air Quality products between 19.37% - 23.00% off MSRP/list prices. For equipment, parts, materials, third-party subcontractor services, or other items where Siemens has no established MSRP/list price, Siemens' markup on its cost is as follows: Siemens' Cost per Item x Multiplier \$0.01 thru \$150.00 x 2.00 \$150.01 thru \$500.00 x 1.75 \$500.01 thru \$5,000.00 x 1.65 \$5,001.00 and up x 1.55	*
63	Describe any quantity or volume discounts or rebate programs that you offer.	Volume discounts will be considered and may be offered in proposals to participating entities.	*

64	Propose a method of facilitating "sourced" products or related services, which may be referred to as "open market" items or "non-contracted items". For example, you may supply such items "at cost" or "at cost plus a percentage," or you may supply a quote for each such request.	Open-market or open-sourced products will be offered at discounted off Siemens Industry MSRP/list prices or with a markup on costs per the pricing included in this proposal.	*
65	Identify any element of the total cost of acquisition that is NOT included in the pricing submitted with your response. This includes all additional charges associated with a purchase that are not directly identified as freight or shipping charges. For example, list costs for items like pre-delivery inspection, installation, set up, mandatory training, or initial inspection. Identify any parties that impose such costs and their relationship to the Proposer.	The prices proposed herein are item costs and do not include any applicable tax such as State Tax or, in some cases, Use Tax. If applied, taxes will be listed as separate line items on the proposal and the resulting invoice. Siemens reserves the right to charge for items such as pre-delivery inspection, installation, set up, mandatory training, and initial inspection for Siemens or third-party products and solutions. These may be extra charges imposed by Siemens or its vendors and subcontractors for a Sourcwell opportunity after the scope is fully identified.	*
66	If freight, delivery, or shipping is an additional cost to the Sourcwell participating entity, describe in detail the complete freight, shipping, and delivery program.	The Sourcwell prices for all products and services listed on the contract include standard shipping, delivery, and freight charges within the continental U.S. (CONUS). If products are to be shipped outside of the continental U.S. (OCONUS), we reserve the right to charge additional shipping costs. Expedited shipping charges and other products that prevent it from being counted as a standard shipping cost are not included. Products not listed on the contract are subject to shipping, delivery, and freight charges both CONUS and OCONUS.	*
67	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	Shipping costs to OCONUS customer sites are charged at the carriers standard shipping rates to include expedited or other special delivery requests.	*
68	Describe any unique distribution and/or delivery methods or options offered in your proposal.	Siemens can accommodate expedited delivery or other unique delivery requirements if known at the time of proposal.	*
69	Specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed agreement with Sourcwell. This process includes ensuring that Sourcwell participating entities obtain the proper pricing.	Siemens uses a 'check and balance' approach to the sales proposal process as well as the reporting process. Siemens Government Technologies, Inc. (SGT) is an entity that is legally separate from the Siemens Industry, Inc. (SII) entity. SGT operates under a Special Security Agreement (SSA) that allows SGT to hold security clearances. In addition to this function, SGT provides expertise in government contracts and operations. The SGT State Contracts team administers and manages all state contracts held by SII. This means all price proposals are reviewed by the SGT Contracts team for compliance prior to submission to the customer. The price and scope of work is reviewed for compliance with the contract terms and pricing. The SII sales teams rely on the SGT team to provide guidance when using the Sourcwell contract. After a Sourcwell order is received from a customer, the SGT Contracts team then reviews the order in our TrackIT sales application prior to releasing the order for booking. For the reporting process, SGT runs reports quarterly from the Siemens SAP system to identify Sourcwell orders. The SGT Contracts team then takes the quarterly report and compares it to orders reviewed throughout the quarter to validate that all orders are accurately reported. The SGT Contracts team then calculates the Sourcwell fee to be paid and submits the fee amount to the SII finance team for payment to Sourcwell. In all processes, there are at least two people involved to ensure the integrity of the data.	*
70	If you are awarded an agreement, provide a few examples of internal metrics that will be tracked to measure whether you are having success with the agreement.	Siemens takes a value-based approach to service called Proven Outcomes. We help customer reach their goals and objectives with the support of knowledgeable service professionals, the latest technology and smart processes that increase productivity and efficiency. Siemens will track success through tracking and reporting of business KPIs. Examples of business KPIs include growth, compliance, customer satisfaction, operational efficiency, and safety. We will also track by other key indicators such as total business volume, revenue, sales by branch, marketing plan and training, touch points and traction, Sourcwell-related inquiries, year over year growth totals, year over year growth by vertical market and more.	*
71	Provide a proposed Administration Fee payable to Sourcwell. The Fee is in consideration for the support and services provided by Sourcwell. The propose an Administrative Fee will be payable to Sourcwell on all completed transactions to Participating Entities utilizing this Agreement. The Administrative Fee will be calculated as a stated percentage, or flat fee as may be applicable, of all completed transactions utilizing this Master Agreement within the preceding Reporting Period defined in the agreement.	Siemens proposes that we apply an administrative 2% fee as a percentage of sales. The fee will not be shown on the proposal as a separate line item.	*

Table 7: Pricing Offered

Line Item	The Pricing Offered in this Proposal is: *	Comments	
72	The pricing offered is consistent with standard market pricing typically offered to individual municipalities, universities, or school districts.	In the US, Siemens is offering product and services pricing based on the prices offered to our Most Favored Customers (MFC). Our MFC pricing is reserved for certain strategic customers.	*

Table 8A: Depth and Breadth of Offered Solutions (200 Points)

Line Item	Question	Response *	
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73	Provide a detailed description of all the Solutions offered, including used, offered in the proposal.	• Siemens is offering turn-key solutions and services for the maintenance and management of facilities, systems, and components in the following areas: • Building Automation Services - Ensures automation systems and controls are performing at optimal levels, maintaining occupant comfort, and maximizing productivity and energy efficiency. Services that keep systems performing at their best, as designed and intended to operate, help you achieve optimized comfort, safety, and security; fulfill regulatory requirements; provide greater transparency into critical systems; reduce operating risks; improve decision-making through data analytics; enhance system performance; conserve energy; and reduce environmental impact. • Mechanical Services - Extends the life of mechanical equipment and maintains optimal performance for increased energy savings and occupant comfort. Smart Mechanical Services combines Mechanical service with digital services and energy efficiency to help our customers increase their facility staff's productivity while improving HVAC system efficiency. Many facilities departments are understaffed and struggle to keep pace in a very reactive environment. Smart Mechanical Services can use the power of predictive maintenance and analytics to help prioritize maintenance issues and identify issues before they become major problems. This is the value engine that drives higher value for our customer. Smart Mechanical Service is a new way of thinking about how to approach mechanical services for customers. Please visit this site for more information: https://www.siemens.com/us/en/products/buildingtechnologies/services/mechanical.html • Electrical Services - Ensures the reliability, uptime, performance, safety, and lifecycle management of the electrical systems infrastructure. Siemens offers a complete portfolio of electrical services including preventive maintenance, emergency services, technical support, equipment reconditioning, retrofits and upgrades. • Energy Services - Ensures buildings and infrastructure conserve energy, maximize efficiency, minimize operating costs, and reduce environmental impact. From energy reduction to energy production and procurement, Siemens assists organizations of all types in customizing an energy management program that addresses their needs from both sides of the meter. Our approach ensures a comprehensive plan to meet strategic and technical goals today, while protecting and optimizing investments well into the future with continuous data analysis and support. Siemens combines expertise, technology and services that lower operating costs and risks, and reduce environmental impact using packages of the portfolio elements. Our intelligent building automation control systems, such as Desigo™ CC, provide an integrated approach to managing and controlling facilities with a flexible, easy-to-use interface. Desigo CC delivers facility-wide efficiencies, cost-effective information sharing, and improved event management and decision-making. It integrates your security, fire and energy management systems to give you a consistent, single view of facility operations. Desigo CC can also integrate new energy automation and smart grid solutions as you deploy them to enhance resiliency and future-proof your infrastructure. As a trusted partner for energy-efficient infrastructure, we ensure that energy is managed effectively using our comprehensive Total Energy Management approach. On the facility level, we design and implement improvements in accordance with the U.S. Green Building Council's LEED® Certification and ENERGY STAR® requirements. Our low- and medium-voltage power distribution systems create reliable and economical backbone for electrical systems. Through energy automation and smart grid solutions, we provide future-proof solutions that help you evolve with our changing world and meet new demands for resiliency. Siemens ensures maximum reliability with electrical services. The costs of operating inefficient or unsafe power systems can be great in terms of safety, performance, and lost productivity. Electrical services help you increase both uptime and efficiency and improve the bottom line. Services include preventive maintenance, service agreements, emergency services, technical support, power systems engineering, and electrical system modernization solutions.
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74	Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.	Categories/Subcategories: Building automation services • Command and Control Systems Energy services • Energy Efficiency • Total Energy Management • Energy Automation and Smart Grid Electrical services • Power Management • Low Voltage Power Distribution • Medium Voltage Power Distribution Mechanical Services • Preventive Maintenance - Boilers, chillers, air handlers, motors, etc. • Remote digital services combined with on-site service • On Site Analytics – vibration, thermographic studies, etc. • Comprehensive Maintenance – lifecycle planning, mechanical equipment condition assessment, etc. • Emergency response, repair, replacement, refurbish, retrofit, etc.	*
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Table 8B: Depth and Breadth of Offered Solutions

Indicate below if the listed types or classes of Solutions are offered within your proposal. Provide additional comments in the text box provided, as necessary.

Line Item	Category or Type	Offered *	Comments	
75	HVAC, IAQ, geothermal, and water heating or treatment infrastructure, equipment, components, products, parts, and related technology	☒ Yes ☐ No	We are a reseller of all the technologies mentioned. In addition, our Smart Air Quality™ Program incorporates continuous IAQ monitoring with mitigation solutions that are customized to meet our client's needs. We also incorporate operating cost reduction strategies along with these solutions to minimize the cost of improving the indoor environment. Refer to documents "Depth and Breadth.zip" in uploaded to the "Additional Documents" section.	*
76	Sensors, smart controls, thermostats, gauges, system automation, integration equipment, monitoring equipment, software, or management products and technology	☒ Yes ☐ No	As a leading manufacturer of automation system, Siemens specializes in providing the technology, integrations, and software necessary to provide maximum value for your investment in these components and systems. Refer to documents "Depth and Breadth.zip" in uploaded to the "Additional Documents" section.	*
77	Services complementary to the offering of the solutions described in 75 and 76 above, including installation, maintenance, repair, refurbishment, replacement, system upgrades, efficiency measurement, energy saving performance contracting, emergency or short-term HVAC equipment rental, assessment, integration, training, support, and customization	☒ Yes ☐ No	Siemens provides turnkey solutions and often are asked to work in partnership with our customers to provide possible solutions along with an analysis of the cost of owning and operating these solutions. We have provided all these services mentioned (installation, maintenance, repair, refurbishment, replacement, system upgrades, efficiency measurement, energy savings solutions, emergency or short-term HVAC equipment rental, assessment, integration, training, support, and customization). Refer to documents "Depth and Breadth.zip" in uploaded to the "Additional Documents" section.	*

Exceptions to Terms, Conditions, or Specifications Form

Only those Proposer Exceptions to Terms, Conditions, or Specifications that have been accepted by Sourcewell have been incorporated into the contract text.

Documents

Ensure your submission document(s) conforms to the following:

1. Documents in PDF format are preferred. Documents in Word, Excel, or compatible formats may also be provided.
 2. Documents should NOT have a security password, as Sourcewell may not be able to open the file. It is your sole responsibility to ensure that the uploaded document(s) are not either defective, corrupted or blank and that the documents can be opened and viewed by Sourcewell.
 3. Sourcewell may reject any response where any document(s) cannot be opened and viewed by Sourcewell.
 4. If you need to upload more than one (1) document for a single item, you should combine the documents into one zipped file. If the zipped file contains more than one (1) document, ensure each document is named, in relation to the submission format item responding to. For example, if responding to the Marketing Plan category save the document as "Marketing Plan."
- [Pricing](#) - Siemens Sourcewell Price_#080824 HVAC Products and Related Services.xlsx - Monday August 05, 2024 14:02:58
 - [Financial Strength and Stability](#) - Siemens 2023 Annual Report.pdf - Wednesday July 24, 2024 13:30:33
 - [Marketing Plan/Samples](#) - Marketing.zip - Friday August 02, 2024 07:59:11
 - [WMBE/MBE/SBE or Related Certificates](#) - Siemens Supplier Diversity.pdf - Tuesday July 30, 2024 11:51:17
 - [Standard Transaction Document Samples](#) - Price - Standard Transaction Documents.zip - Monday August 05, 2024 14:01:08
 - [Upload Additional Document](#) - Depth and Breadth.zip - Friday August 02, 2024 13:00:46
 - [Requested Exceptions](#) - RFP_080824_Master_Agreement_HVAC Siemens requested exceptions.docx - Friday August 02, 2024 09:38:37
 - Additional Document (optional)

Addenda, Terms and Conditions

PROPOSER AFFIDAVIT OF COMPLIANCE

I certify that I am an authorized representative of Proposer and have authority to submit the foregoing Proposal:

1. The Proposer is submitting this Proposal under its full and complete legal name, and the Proposer legally exists in good standing in the jurisdiction of its residence.
2. The Proposer warrants that the information provided in this Proposal is true, correct, and reliable for purposes of evaluation for award.
3. The Proposer certifies that:
 - (1) The prices in this Proposal have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other Proposer or competitor relating to-
 - (i) Those prices;
 - (ii) The intention to submit an offer; or
 - (iii) The methods or factors used to calculate the prices offered.
 - (2) The prices in this Proposal have not been and will not be knowingly disclosed by the Proposer, directly or indirectly, to any other Proposer or competitor before award unless otherwise required by law; and
 - (3) No attempt has been made or will be made by Proposer to induce any other concern to submit or not to submit a Proposal for the purpose of restricting competition.
4. To the best of its knowledge and belief, and except as otherwise disclosed in the Proposal, there are no relevant facts or circumstances which could give rise to an organizational conflict of interest. An organizational conflict of interest is created when a current or prospective supplier is unable to render impartial service to Sourcewell due to the supplier's: a. creation of evaluation criteria during performance of a prior agreement which potentially influences future competitive opportunities to its favor; b. access to nonpublic and material information that may provide for a competitive advantage in a later procurement competition; c. impaired objectivity in providing advice to Sourcewell.
5. Proposer will provide to Sourcewell Participating Entities Solutions in accordance with the terms, conditions, and scope of a resulting master agreement.
6. The Proposer possesses, or will possess all applicable licenses or certifications necessary to deliver Solutions under any resulting master agreement.
7. The Proposer will comply with all applicable provisions of federal, state, and local laws, regulations, rules, and orders.
8. Proposer its employees, agents, and subcontractors are not:
 1. Included on the "Specially Designated Nationals and Blocked Persons" list maintained by the Office of Foreign Assets Control of the United States Department of the Treasury found at: <https://www.treasury.gov/ofac/downloads/sdnlist.pdf>;
 2. Included on the government-wide exclusions lists in the United States System for Award Management found at: <https://sam.gov/SAM/>; or
 3. Presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota; the United States federal government, as applicable; or any Participating Entity. Vendor certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this solicitation.

☒ By checking this box I acknowledge that I am bound by the terms of the Proposer's Affidavit, have the legal authority to submit this Proposal on behalf of the Proposer, and that this electronic acknowledgment has the same legal effect, validity, and enforceability as if I had hand signed the Proposal. This signature will not be denied such legal effect, validity, or enforceability solely because an electronic signature or electronic record was used in its formation. - Beverly Lester, Sr. Manager Support Services - Contracts, Siemens Industry, Inc.

The Proposer declares that there is an actual or potential Conflict of Interest relating to the preparation of its submission, and/or the Proposer foresees an actual or potential Conflict of Interest in performing the obligations contemplated in the solicitation proposal.

☐ Yes ☒ No

The Bidder acknowledges and agrees that the addendum/addenda below form part of the Bid Document.

Check the box in the column "**I have reviewed this addendum**" below to acknowledge each of the addenda.

File Name	I have reviewed the below addendum and attachments (if applicable)	Pages
Addendum_8_HVAC Systems with Related Products and Services_RFP_080824 Thu August 1 2024 10:18 AM	☒	1
Addendum_7_HVAC Systems with Related Products and Services_RFP_080824 Tue July 30 2024 04:12 PM	☒	2
Addendum_6_HVAC Systems with Related Products and Services_RFP_080824 Mon July 29 2024 04:00 PM	☒	1
Addendum_5_HVAC Systems with Related Products and Services_RFP_080824 Fri July 19 2024 08:29 AM	☒	1
Addendum_4_HVAC Systems with Related Products and Services_RFP_080824 Tue July 2 2024 03:42 PM	☒	1
Addendum_3_HVAC Systems with Related Products and Services_RFP_080824 Mon July 1 2024 04:15 PM	☒	1
Addendum_2_HVAC Systems with Related Products and Services_RFP_080824 Tue June 25 2024 11:27 AM	☒	2
RFP 080824 HVAC Systems with Related Products and Services Thu June 20 2024 04:11 PM	☒	1